

*Contract no. 693*

AGREEMENT BETWEEN THE  
BRIDGEWATER-RARITAN REGIONAL BOARD OF EDUCATION  
AND THE  
BRIDGEWATER-RARITAN PRINCIPALS' ASSOCIATION

JULY 1, 1991 - JUNE 30, 1993

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#### Preamble

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ARTICLE II  
NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiation for a successor Agreement not later than October 1 of the year the contract is to expire in accordance with NJSA 34:13A-1 through 21 in a goodfaith effort to reach agreement concerning the terms and conditions of principals' employment. Any Agreement negotiated shall apply to the unit defined, be reduced to writing, be ratified by the Association, be adopted by the Board and be signed by the Association and the Board.
- B. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any terms and conditions of employment existing prior to its effective date.

ARTICLE III  
GRIEVANCE PROCEDURE

- A. A "grievance" shall mean a claim by a principal that there has been misinterpretation, misapplication or a violation of Board policy, this Agreement or an administrative decision affecting him/her. A grievance to be considered under this procedure must be initiated by the principal within ten (10) business office work days of the time the principals knew or should have known of its occurrence.
- B.
  - 1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
  - 2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
  - 3. It is understood that principals shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
  - 4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

## ARTICLE III - GRIEVANCE PROCEDURE (continued)

### Level Five

No claim by a principal shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law, (b) any rule or regulation of the State Commissioner of Education, but not to the violation misinterpretation or misapplication of such rule or regulation, (c) any By-Law of the Board of Education pertaining to its internal operation or (d) any matter which according to law is beyond the scope of Board authority.

If the decision of the Board does not resolve the grievance to the satisfaction of the principal and the principal wishes review by a third party, the principal shall so notify the Board through the Superintendent within ten (10) business office work days of receipt of the Board's decision. A principal in order to process his/her grievance beyond Level Three must have the request for such action accompanied by the written recommendation for such action by the Association.

### D. Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of an

1. A request will be made to Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that PERC submit a second roster of names.
3. If the parties are unable to determine, within ten (10) business office work days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.
4. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be binding upon the parties when there is a claim by an employee, employees, or representatives of an employee or employees, that there has been misinterpretation, misapplication or a violation of any of the provisions of the Agreement. Only the Board and the aggrieved and representatives shall be given copies of the arbitrator's report of findings, reasons and recommendations. This shall be accomplished within thirty (30) calendar days of the arbitrator's hearings.

#### ARTICLE IV - VACATION AND HOLIDAYS (continued)

- E. Holidays shall be granted in accordance with the Board adopted calendar, but no less than 15 days annually.

#### ARTICLE V SICK LEAVE

- A. All principals are entitled to fifteen (15) sick leave days each school year with pay as of the first official day of the school year. Unused sick leave days shall accumulate from year to year with no maximum limit.
- B. All principals who have exhausted their sick leave because of prolonged illness may request an extension of their sick leave. The Superintendent of Schools may recommend to the Board of Education that the limitation be exceeded in extenuating circumstances.
- C. The Board of Education through administrative channels reserves the right to have the reason(s) for absence due to illness validated by medical evidence. As a general rule, such a request will not be made until after the third day of illness.
- D. The Board of Education shall provide health-care insurance coverage as indicated in Article IX to any principal granted a bona fide sick leave up to a maximum of one (1) year.
- E. Upon the termination of the employment of a principal by retirement after at least twenty (20) years of employment in the district, the Board of Education shall compensate the principal for unused accumulated sick leave upon the following basis:

One (1) day for every three (3) days of unused accumulated sick leave to a maximum of 100 days in 1991-92 and a maximum of ninety (90) days in 1992-93 at the rate of 1/240th of the annual salary of the principal at the time of retirement.

#### ARTICLE VI TEMPORARY LEAVE OF ABSENCE

- A. Principals may be granted temporary leaves of absence with pay, by the Superintendent of Schools, in cases of necessity.
- B. A principal who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted a leave of absence with pay.
- C. If possible, twenty-four (24) hours notice shall be given by individuals requesting leave.
- D. The Superintendent of Schools, in the best interest of the school district, is empowered to deny any requests for temporary leaves of absence. Such denial may be appealed to the Board of Education.

ARTICLE VIII - EXTENDED LEAVES OF ABSENCE (continued)

- B. All benefits to which a principal was entitled at the time the leave commenced, including unused accumulated sick leave, shall be restored upon return, and the principal shall be assigned within the scope of the principal's certification as determined by the State Board of Examiners.

ARTICLE IX  
HEALTH CARE INSURANCE

- A. The Board of Education shall provide individual and dependent health-care insurance coverage in accordance with the New Jersey State Health Benefits Program Act (N.J.S.A. 52:14-17.25, et seq.; N.J.A.C. 17:9-1.1, et seq.). Benefits shall include:

1. Blue Cross
2. Blue Shield
3. Major Medical
4. Rider J

The Board agrees to continue to pay the entire cost of individual and dependent coverage throughout the 1991-92 contract year. If the Board is able to comply with the equality requirements of N.J.A.C. 17:9-5.4(b) for all district employees enrolled in the Program, then each principal shall pay the same portion of the cost of dependent coverage as the Bridgewater-Raritan Education Association and all other district collective negotiations units agree to pay for the 1992-93 contract year.

- B. The Board agrees to provide a family dental plan for all employees in the bargaining unit. Carrier will be determined by the Board. Benefits shall be substantially comparable to those detailed in the contract for group #7279 through the Delta Dental Plan of New Jersey.
- C. The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Principals' Association. The retiree shall be responsible for all premium costs involved.
- D. The Board shall give written notification at the time of hiring to all employees new to the district that the responsibility for insurance coverage during the interim period rests with the employee.
- E. Any health benefit improvements gained by the teachers' bargaining unit in their negotiations shall be extended to the Principals' Association.

ARTICLE X  
REIMBURSEMENT FOR GRADUATE STUDY

- A. Principals are eligible for reimbursement of 100% of the cost of accredited graduate courses based on the New Jersey State College tuition rates upon successful completion of courses related to their assignments. No more than six (6) credits per semester will be reimbursed when school is open and eighteen (18) credits is the maximum which may be reimbursed in one school year. In order to receive the reimbursement, a principal must be in the employ of the Board at the time of payment of the reimbursement.

ARTICLE XII - MISCELLANEOUS (continued)

- C. Any contract executed between the Board of Education and an individual principal shall be subject to and consistent with the terms and conditions of this Agreement. If the aforesaid contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- D. Principals shall receive automobile mileage compensation at the rate of 22 cents per mile and shall be reimbursed for the cost of tolls and parking.
- E. Upon approval of the Superintendent, membership in a state and national association shall be provided through budgeted funds for all members of the unit.
- F. The provisions of the Agreement shall be applied equally to all employees without discrimination as to handicap, age, sex, marital status, race, color, creed, national origin or political affiliation. Both the Board and the Association shall bear responsibility for complying with this provision of the Agreement.
- G.
  - 1. Principals shall be permitted to attend conventions annually according to Board Rule 4051.1-R.
  - 2. In the event that more than the allowable number of eligible principals apply, the Superintendent shall make the final determination.
- H. Each principal shall undergo a physical examination once every two years and the medical report shall be filed with the Board of Education. If the physical is performed by the Board Physician, the Board of Education shall pay the full cost. If the physical is performed by an individual's personal physician, reimbursement of up to \$50.00 will be made by the Board of Education upon submission of the medical report and the receipted bill.
- I. The Association agrees to establish a committee with the Board to study and establish a site-based management pilot program in the district.

### High School Principal

|         | 1        | 2        | 3        | 4        | 5        | 6        |
|---------|----------|----------|----------|----------|----------|----------|
| 1990-91 | \$69,767 | \$72,093 | \$74,419 | \$76,745 | \$79,071 | \$81,394 |
| 1991-92 | 73,198   | 75,781   | 78,365   | 80,948   | 83,531   | 86,115   |
| 1992-93 | 77,443   | 80,176   | 82,910   | 85,643   | 88,376   | 91,110   |

### Middle School Principal

|         | 1        | 2        | 3        | 4        | 5        | 6        |
|---------|----------|----------|----------|----------|----------|----------|
| 1990-91 | \$65,798 | \$67,991 | \$70,184 | \$72,377 | \$74,570 | \$76,765 |
| 1991-92 | 69,035   | 71,471   | 73,908   | 76,344   | 78,781   | 81,217   |
| 1992-93 | 73,039   | 75,617   | 78,194   | 80,772   | 83,350   | 85,928   |

### Elementary School Principal

|         | 1        | 2        | 3        | 4        | 5        | 6        |
|---------|----------|----------|----------|----------|----------|----------|
| 1990-91 | \$63,017 | \$65,118 | \$67,219 | \$69,320 | \$71,421 | \$73,519 |
| 1991-92 | 66,116   | 68,449   | 70,783   | 73,116   | 75,450   | 77,783   |
| 1992-93 | 69,950   | 72,419   | 74,888   | 77,357   | 79,826   | 82,295   |

### High School Vice/Asst. Principal

|         | 1        | 2        | 3        | 4        | 5        | 6        |
|---------|----------|----------|----------|----------|----------|----------|
| 1990-91 | \$59,510 | \$61,494 | \$63,478 | \$65,462 | \$67,446 | \$69,428 |
| 1991-92 | 62,437   | 64,640   | 66,844   | 69,048   | 71,251   | 73,455   |
| 1992-93 | 66,058   | 68,389   | 70,721   | 73,052   | 75,384   | 77,715   |

### Middle School Asst. Principal

|         | 1        | 2        | 3        | 4        | 5        | 6        |
|---------|----------|----------|----------|----------|----------|----------|
| 1990-91 | \$57,404 | \$59,317 | \$61,230 | \$63,143 | \$65,056 | \$66,972 |
| 1991-92 | 60,228   | 62,354   | 64,479   | 66,605   | 68,731   | 70,856   |
| 1992-93 | 63,721   | 65,970   | 68,219   | 70,468   | 72,717   | 74,966   |